



MOU16-4301

INCORPORATED COUNTY OF LOS ALAMOS

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE INCORPORATED COUNTY OF LOS ALAMOS  
AND ESPANOLA RIO ARriba E9-1-1 CENTER  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into between the Incorporated County of Los Alamos ("County") Police Department's Consolidated Dispatch Center ("Los Alamos County CDC") and Espanola Rio Arriba E9-1-1 Center ("ERA911 Center") (hereafter referred to individually as "Party" or collectively as "Parties").

**WHEREAS**, each Party is engaged in providing emergency services as an E9-1-1 Public Safety Answering Point ("PSAP"); and,

**WHEREAS**, each Party understands that the concept of the Emergency E9-1-1 telephone system is to provide for the prompt dispatch of all calls for assistance by the public; and,

**WHEREAS**, the Parties desire to work together to provide backup capability for the safety of both the citizens serviced and the emergency response personnel; and,

**WHEREAS**, the New Mexico Department of Finance and Administration, Local Government Division, requires that, under NMAC 10.6.2.10: "Each PSAP shall devise a contingency plan to provide continued emergency service when the PSAP is out of service;" and

**WHEREAS**, ERAEC will be trained by Los Alamos County CDC staff on County E9-1-1 equipment and procedures at ERAEC's sole expense;

**NOW THEREFORE**, in consideration of the mutual benefits to the Parties to be obtained pursuant to this MOU, the Parties hereby agree as follows:

**I. Purpose of Agreement**

The purpose of this MOU is for the Los Alamos County CDC to be the backup E9-1-1 PSAP for the ERA 911 Center.

**II. Definitions**

The following definitions shall apply to the MOU:

1. Alternate Routing - an option feature that is capable of automatically rerouting 911 calls to a

designated alternate location(s) if all 911 trunks from a central office or a public safety answering point are out of service.

2. Answering Position - a location within a PSAP equipped with an ANI and/or ALI display, printer, and telephone that is used to receive incoming E9-1-1 calls.
3. Automatic location identification ("ALI") - a feature of E9-1-1, which displays the physical address of the telephone number that is being used to place the call. It requires a data storage and retrieval system, which matches a telephone number to its physical address. ALI information can include: address (including room or floor), names of law enforcement, fire, and medical agencies responsible for the address, type of service (e.g., residence, PBX, business, VoIP), and name associated with the telephone number.
4. Automatic number identification ("ANI") - means a feature of E9-1-1, and sometimes basic 9-1-1 that automatically displays the telephone number of the person placing the 9-1-1 call at the PSAP. This is normally the telephone number of the person placing the call but not always. For example, on older PBX systems, the ANI telephone number is normally the main number of the system. Therefore, off-premises stations will be identified as if they had the main telephone number (ANI) and as if they were located at the primary address of these older PBXs.
5. E911 service (E9-1-1) - a level of 911 service, with the aid of a database management system and electronic switching, that provides rapid and reliable public service response to emergency calls. The system provides tandem routing or selective routing of calls to the appropriate PSAP, ANI and automatic location identification (ALI).
6. Master Street Address Guide ("MSAG") - The document(s) or computer file(s) that list the physical street names (including the street prefix suffix, and directional), address ranges, emergency service number and other routing codes used in the data management system ("DMS") of an E9-1-1 system equipped with selective routing and/or automatic location identification.
7. 911 PSAP equipment - the public safety answering equipment directly related to the operation of a 911 system including, but not limited to ANI, ALI, combined ANI/ALI displays, printers, uninterruptible power supply ("UPS"), telephone devices for the deaf ("TDD"), call detail recorders, work stations, software associated with the system, telephones and other miscellaneous equipment necessary to dispatch emergency 911 calls.
8. Primary public safety answering point - a PSAP equipped with automatic number identification and automatic location identification displays, and the first point of reception of a 911 call. It serves the 911 service area in which it is located, and other municipalities as

may be determined by the service area committee.

9. Public safety agency - a public agency that provides law enforcement, fire, medical and/or other emergency services.
10. Public Safety Answering Point (PSAP) - a twenty-four hour local jurisdiction communications facility that receives 911 service calls and directly dispatches emergency response services or that relays calls to an appropriate public or private safety agency.
11. Secondary public safety answering point - a facility equipped with automatic number identification, automatic location identification displays and all other features common to primary PSAPs. It receives 911 calls only when they are transferred from the primary PSAP or on an alternate routing basis when calls cannot be completed to the primary PSAP.
12. Selective transfer - on systems with selective transfer, calls are routed the proper secondary PSAP(s).
13. Service Area - means the geographic area in which one or more entities participating in a 911-system are responsible for responding to tall 911 calls and for ensuring that appropriate emergency assistance is dispatched.

### **III. Responsibilities of the Parties under this Agreement**

In consideration of the mutual desires of the Parties to enter into this MOU, and in recognition of the public and respective agency benefits to be derived from this mutual assistance, the Parties agree that their respective responsibilities and obligations under this MOU shall be as follows:

#### **A. Los Alamos County CDC**

1. Los Alamos County CDC shall provide to ERA 911 Center, backup PSAP service should emergency condition arise which requires alternate routing, default routing, or selective transfer of E9-1-1 calls from the ERA911 Center due to an inability to answer E9-1-1 calls and respond to them appropriately.
2. Los Alamos County CDC shall relay all E9-1-1 calls to the ERA911 Center including ANI and ALI data that is received by Los Alamos County.
3. The County CDC may deny transfer of calls if transfer would impact emergency services delivery to its own residents/citizens.

#### **B. ERA911 Center**

1. ERA911 Center shall promptly notify Los Alamos County CDC when they have activated the telephone transfer switch to have the E9-1-1 calls from Espanola/Rio Arriba diverted to the

Los Alamos County CDC.

2. ERA911 Center agrees to provide emergency contact numbers, and annually update such contacts, for the chain of command personnel in each emergency response department.
3. ERA911 Center agrees to provide radio codes, radio frequencies, or any other information required to perform as a secondary PSAP.

#### C. Both Parties

1. Both parties agree to maintain sufficient PSAP equipment to provide PSAP services and trained personnel to ensure the continuity of operations.
2. ERA911 Center and the County CDC shall annually review the overall procedures, but update and train as needed as opposed to defining a specific timeframe.
3. Both parties will bear its own costs for furnishing services under this agreement and neither party will claim reimbursement for those cost from the other party.
4. By entering into this MOU, neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1, *et seq.*, as amended. This MOA contains the understanding between the Parties and shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the named Parties, their officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, consultants, or advisors. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this MOU modifies or waives any provision of the New Mexico Tort Claims Act.
5. Coordinate all public information releases about incidents, investigations, actions, and other matters involving both parties as related to this MOU. No public information release by one party will refer to the other Party or to any employee of the other Party (by name or otherwise) without the other Party's prior approval.

#### **IV. Term, Amendment, Severability, and Cancellation of MOU**

1. The Term of this MOU is from the date of the last Parties signature to June 30, 2019. The MOU will then be subject to four (4) five-year renewals or allowed to expire.
2. This MOU may be amended at any time in writing and by mutual consent of the Parties. Either Party may cancel its participation in this MOU upon sixty (60) days written notice to the

other Party.

3. This MOU may be cancelled immediately, by either Party, if the PSAP service cannot be provided due to the cost of purchasing or maintaining necessary equipment.
4. Any portion or part of this agreement found to be in conflict with any local, state, or federal law or regulation is severable from all other portions of the MOU.

## V. Notification

1. The Parties shall utilize the following individual or position for any notices required pursuant to this MOU:

<u>Incorporated County of Los Alamos</u>	
<u>Consolidated Dispatch Center:</u>	<u>Espanola and Rio Arriba E911 Center:</u>
Katherine Stoddard, CDC Director	Chairman of the Board
Los Alamos Police Department	c/o Marti Griego, Director
2500 Trinity Drive, Suite A	407 Paseo de Onate
Los Alamos, New Mexico 87544	Espanola, New Mexico 87532
(505) 661-3435	(505) 753-5555
Katherine.stoddard@lacnm.us	Marti@era911.com

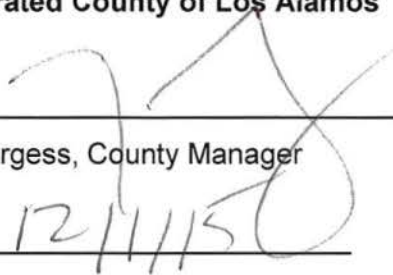
2. After all Parties have signed this MOU, ERA911 Center will submit a copy of the final MOU to the E9-1-1 Coordinator at the Local Government Division of the State of New Mexico Department of Finance and Administration, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87503.

## VI. SIGNATURES

The undersigned Parties bind themselves to the faithful performance of the MOU. It is mutually understood that this MOU shall not become effective until signed by all Parties involved.

In Witness thereof, the Parties to this MOU execute this agreement in duplicate originals:

**Incorporated County of Los Alamos**

BY:  \_\_\_\_\_

Harry Burgess, County Manager

Date 12/11/15

**Los Alamos Police Department**

BY:  \_\_\_\_\_

Dino Sgambellone, Chief of Police

Date 1/23/15

**Approved as to form:**

**Incorporated County of Los Alamos County**

BY:  \_\_\_\_\_

Kevin Powers, Assistant County Attorney

Date 11/24/2015

**Espanola Rio Arriba County E911 Center**

BY:  \_\_\_\_\_

Ron Russom, Chairman of the Board

Date 11-18-15

**Approved as to form:**

**Espanola Rio Arriba E911 Center**

BY: \_\_\_\_\_

Date \_\_\_\_\_